

damage to said premises that may have been caused by the installation or removal of such items. LESSEE may make any alterations or additions to the buildings or other structures so long as the value of the leased premises is not thereby adversely affected to a material extent. LESSEE will surrender the leased premises in as good order and condition as received at the beginning of the term hereof, ordinary wear and tear and damage by fire and other casualty excepted.

#### ARTICLE VII

##### Repairs

LESSEE agrees, at its expense, to maintain and keep in good repair, ordinary wear and tear and damage by fire and other casualty excepted, the building and all other improvements and facilities now located or hereafter erected upon the leased premises including exterior walls, roof, ceilings, interior walls, plumbing, heating system, electrical apparatus, air conditioning equipment, driveways, asphalt paving, parking area, sprinkling system and retaining walls. This covenant on the part of LESSEE shall not be construed to cover any repairs made necessary by fire or other casualty except to the extent any insurance which LESSEE agrees herein to carry shall not be collectible due to the default of LESSEE.

#### ARTICLE VIII

##### Destruction

If the improvements on the leased premises shall be damaged or destroyed by fire or other casualty the LESSOR shall commence immediately to repair or rebuild the improvements and prosecute such repair or restoration to completion with due diligence. If the leased premises are unfit for use for LESSEE's purpose for more than thirty (30) days all rental shall be abated until such time as the leased premises are restored to such a condition as to be tenantable for LESSEE's purpose. If it appears that the leased premises cannot be restored to such a condition as to be tenantable for LESSEE's purpose within ninety (90) days from the occurrence of such fire or other casualty LESSEE may, at its option, terminate this lease by written notice to the LESSOR. In any such event, LESSOR shall be entitled to receive all proceeds from the insurance on the leased premises which LESSEE is obligated to carry under the terms hereof.

#### ARTICLE IX

##### LESSOR's Remedies

If LESSEE defaults in the payment of any of the rentals reserved herein or in the performance of any other of its obligations under this lease, and such default is not remedied within thirty (30) days after receipt by LESSEE of written notice from LESSOR of the existence of such default as to payment of the rentals or within sixty (60) days after receipt by LESSEE of written notice from LESSOR of the existence of default of any other obligation of LESSEE hereunder, LESSOR may re-enter and take possession of the leased premises without such action being deemed an acceptance of the surrender of this lease, or in any way terminating LESSEE's liability hereunder, and LESSEE shall remain liable to pay the rentals herein provided, less the net amount realized by LESSOR from such reletting after the deduction of any expenses incident to such repossession and reletting, or LESSOR, at its option, may elect to terminate this lease, in which case LESSEE's liability for rent shall terminate; provided, that in the case of any default which cannot with diligence be cured within such sixty (60) day period, if LESSEE shall proceed

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